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April 10, 2010

Hon. Judge Robert E. Gerber
United States Bankruptcy Judge
United States Bankruptcy Court
One Bowling Green
New York, NY 10004

RE: In re Nuer 08-14106

Dear Honorable Judge Gerber:

In response to the March 31 and April 2, 2010 letters Mr. Teitelbaum filed with the court. Mr. Teitelbaum has engaged in many obstructionist actions in this case including but not limited to the following:

1. This court previously ordered the parties to pursue all relevant evidence in this case and to co-operate in their efforts to establish all of the relevant facts. However, at the Reyes deposition Mr. Teitelbaum instructed the witness at least fourteen (14) times not to answer non-privileged questions. Each time he was questioned about the basis for the objections Mr. Teitelbaum simply asserted lack of relevance.
2. It is not clear if Mr. Teitelbaum is representing JPMorgan Chase, Deutsche Bank or Mr. Reyes in this matter. This confusion is exacerbated by the fact that Mr. Teitelbaum adamantly refused to clarify his representational status at the Reyes deposition.
3. Mr. Teitelbaum repeatedly interrupted the Reyes deposition with speaking objections that appeared to be used to send some type of pre-arranged signals or notices to the deponent.
4. Mr. Teitelbaum then unilaterally terminated the Reyes deposition and ordered all of the parties to leave his office upon what appeared to the undersigned to be a threat of physical removal for failure to comply with these oral directives.
5. A review of the transcript of the Reyes deposition establishes that the questioning of the witness was at all times appropriate and related to the pooling and servicing agreement and other documents that directly pertain to Deutsche Bank's claim of ownership of the Nuer loan when the Baum law firm filed the motion for relief from stay. The documents at issue, including the pooling and servicing agreement and Mortgage Loan Purchase Agreement, were disclosed by JP Morgan Chase and identified as documents reviewed by Mr. Reyes prior to signing his written affidavit as filed in this case. Unfortunately much of the deposition time was taken up by Mr. Teitelbaum's extended and repeated relevancy objections and "talking or speaking" objections.

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6. We are hopeful that the court will see fit to set clear parameters for discovery in this case moving forward to include:
 - a. All future depositions must be videotaped;
 - b. A special master should be assigned to attend the depositions at the expense of Deutsche Bank National Trust Company and JP Morgan Chase with authority to make rulings and resolve discovery disputes;
 - c. All proceedings should be transcribed at the expense of Deutsche Bank National Trust Company and JP Morgan Chase;
 - d. The special master should report any misconduct or failure to comply with this court for discretion to order a show cause hearing for contempt and sanctions.
7. Ms. Nuer has a right to inquire of Mr. Reyes if there are any documents to evidence the conveyance of the Nuer mortgage loan (note and mortgage) to the Trustee pursuant to the applicable conveyancing and time-line rules established by the pooling and servicing agreement.
8. Mr. Teitelbaum's reliance on and recitation of *In re Minbatiwalla* at the deposition was improper procedurally and substantively. While it is correct that under New York case law a mortgage can be equitably assigned, a securitized trust has no legal capability or capacity to take an equitable interest in a mortgage. A securitized mortgage backed trust under New York law requires a true sale and the IRS REMIC tax law (real estate mortgage investment conduit) limitations incorporated chapter and verse in every pooling and servicing agreement including the one disclosed and relied upon by JP Morgan Chase and Deutsche Bank in this case, require a true sale of a mortgage loan from the originating lender through the bankruptcy remote special purpose vehicles (the sponsor, depositor, trustee and custodian) to the trustee of the securitized trust (accompanied by the requisite transfer and delivery certificates and asset and sale agreements) within the 120 day start up term of the trust at a time when the loan is both performing and conforming.
9. The court should direct that Mr. Reyes be produced again forthwith for the resumption of his deposition at the sole expense of the adverse parties, including the pay of reasonable and necessary legal fees and expenses.

At this time we hereby respectfully request a telephone conference with the court for further discussion and determination.

Very truly yours,

/S/Linda M. Tirelli
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